

STATE OF INDIANA)

COUNTY OF MONROE)

SS:

IN THE MONROE CIRCUIT COURT

AVC NO. 18-006

IN RE: Concept Displays International,)

Respondent.)

MISCELLANEOUS DOCKET

NO. 5 no 10800 m 1 00942

APR 21 2008

ASSURANCE OF VOLUNTARY COMPLIANCE

Jim Childers
The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Lisa Ward, and the Respondent, Concept Displays International ("Concept Displays"), enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Indiana Code § 24-5-0.5-7(a).

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent, Concept Displays, is a New York corporation engaged in the sale of business opportunities as well as vending machines, parts, and other supplies. Respondent has a principal place of business located in Nassau County, at 376 Central Avenue, Apt 4H, Lawrence, NY and transacts business with consumers in Indiana and nationally.
2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4, Ind. Code §24-5-0.5-1 *et seq.*, and Ind. Code §24-5-8-1 *et seq.*
4. Respondent, in soliciting and transacting business within the State of Indiana, shall comply with the provisions of Indiana's Business Opportunities

Transactions Act, Ind. Code § 24-5-8-1 *et seq.* and the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*

5. Respondent shall provide each investor with a written disclosure document at least seventy-two (72) hours before the investor signs the contract, or at least seventy-two (72) hours before receipt of any consideration by Respondent, whichever occurs first, containing all of the disclosures required by Ind. Code § 24-5-8-2.

6. Respondent shall not advertise or make any other representations to any investor in Indiana regarding any business opportunity offered by Respondent without first filing with the Consumer Protection Division the disclosure statement required by Ind. Code § 24-5-8-2 and the surety bond required by Ind. Code § 24-5-8-3, and paying the statutory fifty dollar (\$50.00) filing fee.

7. Respondent shall not enter into a contract for the sale of a business opportunity unless such contract is in writing and includes all of the terms required by Ind. Code §24-5-8-6, specifically:

- a. the seller's business address and the name and business address of the seller's agent in this state authorized to receive service of process;
- b. the terms and conditions of payment;
- c. a detailed description of any services that the seller undertakes to perform for the investor;
- d. a detailed description of any training that the seller undertakes to provide for the investor;
- e. the approximate delivery date of any goods the seller is to deliver to the investor; and
- f. a statement of the investor's right to cancel within thirty (30) days, containing the caption and statements set forth in Ind. Code § 24-5-8-6(b)(6)(A) and (B).

8. Respondent shall issue a full refund to any investor filing a written complaint with the Consumer Protection Division of the Indiana Attorney General's Office in the future, if such complaint arises from a business opportunity contract formed between an investor and Respondent during a time period when Respondent's activities as a seller of business opportunities were not in full compliance with Indiana's Business Opportunities Transactions Act, Ind. Code 24-5-8-1 *et seq.*

9. By executing this Assurance, Respondent cancels its contract with John J. Shahan of Bloomington, Indiana.

10. Upon execution of this Assurance, Respondent shall issue a refund in the amount of Two Thousand Eight Hundred Dollars (\$2,800.00), payable through the Office of Attorney General, for the benefit of John J. Shahan.

11. Upon execution of this Assurance, Respondent shall pay costs in the amount of Two Hundred Dollars (\$200.00) to the Office of Attorney General.

12. Respondent shall not represent that the Office of Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

13. Respondent shall fully cooperate with the Office of Attorney General in the resolution of any future written complaints the Consumer Protection Division may receive against Respondent.

14. The Office of Attorney General shall file this Assurance with the Monroe County Circuit Court. The Court's approval of this Assurance shall not act as a bar to any private right of action.

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DATED this 10th day of APRIL, 2008.

STATE OF INDIANA
STEVE CARTER
Attorney General of Indiana

RESPONDENT
Concept Displays International

By: Lward
Lisa Ward
Deputy Attorney General
Attorney No. 26140-49

By: Rick Rothfield
Name: RICK ROTHFIELD
Title: OWNER

APPROVED this _____ day of _____, 2008.

Judge, Monroe Circuit Court

Distribution:

Lisa Ward
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Indianapolis, IN. 46204-2770

Concept Displays International
376 Central Avenue, Apt 4H
Lawrence, NY 11559